

Province of British Columbia.

SUPREME COURT.

BOLE, LOC. J.]

[April 5.]

JONES v. McDONALD.

Attachment of debts—Parol equitable assignment.

In this case a garnishing summons having been served on the garnishee the claimants came in and relied upon a parol agreement as an equitable assignment made to them, admittedly antecedent to the date upon which the garnishee summons was served, or had come to their notice, and also upon certain written requests to pay same, signed by the judgment debtor, and addressed and handed to the garnishee. It was contended on behalf of the judgment creditor that these orders are really bills of exchange, and that in the absence of a written acceptance thereof by the garnishee he was not liable to the claimants with respect thereof, but still continued liable to the judgment debtor alone, and that there was no equitable assignment thereof.

Held, that there was a parol equitable assignment to each claimant of a portion of the money in the garnishee's hands, of which assignment the garnishee had notice, and assented, the written documents having been given as a consequence of an independent parol agreement to assign.

Held, also, that an equitable assignment need not necessarily be in writing.

Province of Manitoba.

SUPREME COURT.

TAYLOR, C.J.]

[April 22.]

BONDY v. ASHDOWN.

Bills of Sale Act, R.S.M., c. 10, s. 2—Chattel mortgage—Security for money.

Held, following *Matheson v. Pollock*, 3 B.C. R. 74, that if a bill of sale of goods and chattels apparently absolute on its face, is shown to have been really taken only as a security for money, it will be declared void as against the creditors of the bargainor.

James, for plaintiff.

Cooper, Q.C., and *Macdonald*, for different defendants.

Book Reviews.

Tariff of Costs under the Judicature Act, with Index to Tariff "A," Practical Directions and Precedents of Bills of Costs, by J. A. McANDREW, one of the Taxing Officers of the Supreme Court of Judicature for Ontario; Toronto, Goodwin & Co. law publishers, 1897.

Whatever may be the result of recent discussions as to doing away with tariff costs, we have them for the present, and this being so, it is of great benefit to have the assistance of one so competent as Mr. McAndrew to help us in the framing of our bills of costs. No one could be found more capable of giving information on this branch of office work. It would take too long to enumerate the many useful forms that he gives, nor is it necessary, as the book will soon be in every lawyer's office in Ontario.